

FOR SALE THREE RESIDENTIAL PROPERTIES IN GLIDE, OR

INVITATION FOR BIDS (IFB)

THE USDA FOREST SERVICE INVITES YOU TO BID ON THESE REMARKABLE PROPERTIES!

These sales are designed to dispose of administrative properties and associated structures no longer being utilized by the Umpqua National Forest. The project is authorized under the Forest Service Facility Realignment and Enhancement Act (FSFREA) of 2005. The properties are located in Glide, Oregon. The properties will be auctioned and sold as an on-line auction sale offering. A Bid Deposit is required and a Minimum Bid amount has been established.



325 Brown St. (Lot 13)



367 Brown St. (Lot 15)



351 Brown St. (Lot 14)

Auction Summary

Sale Type: **Online Auction**

Start Date: **September 25, 2009**

End Date: **Based on Bidding**

<u>Property:</u>	<u>Minimum Bid:</u>	<u>Bid Deposit:</u>	<u>Minimum Bid Increment:</u>	<u>Property Code</u>
325 Brown Street	\$40,000	\$ 3,000	\$1,000	161
351 Brown Street	\$80,000	\$6,000	\$1,000	162
367 Brown Street	\$65,000	\$ 5,000	\$1,000	163

Auction Site Web Page

www.auctionrp.com

Register and submit your bid.

Click on Featured Auctions and then select the property you are interested in to view and download Property Sales Information.

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Oregon to view and download Property Sales information

Online Auction Assistance

For technical questions regarding the GSA on-line auction, or for submitting a bid, please contact:

Andrew Schwartz – General Services Admin
e-mail andrew.schwartz@gsa.gov
Phone: 253-931-7556

Send Bid Deposit and Registration Deposit to:

US General Services Administration
Office of Real Property Disposal (9PZF-10)
400 15th Street S.W.
Auburn, WA 98001-6599
Attn: Andrew Schwartz, Realty Officer

Sales Information

For questions concerning the property or the sale process, please contact:

Kim Williams – Forest Service
(541) 225-6376
e-mail: kawilliams@fs.fed.us

John O'connor – Forest Service
(541) 498-2531
e-mail: joconnor@fs.fed.us

For additional information, please visit
www.fs.fed.us/r6/umpqua

Inspection Opportunities

The Property will be open for inspection from 10 am to 3 pm
on the dates listed below:

Wednesday, September 23, 2009

Saturday, September 26, 2009

As well as Monday thru Friday 9:00 am – 3:00 pm

Please check out keys at the North Umpqua Ranger District at
18782 North Umpqua Highway
Glide, Oregon

IMPORTANT NOTICE!!

In order to become a qualified bidder, the initial bid offer along with the bid deposit
must be submitted to:

U.S. General Services Administration
Office of Real Property Disposal (9PRF-10)
400 15th Street S.W. Room 1161, Auburn, WA 98001

TABLE OF CONTENTS

Property Description	Pages 4-6
General Terms of Sale	Pages 7-9
Important Instructions to Bidders.....	Pages 10-14
Notices and Covenants.....	Pages 15-18
Bidder	
Registration and Bid Form.....	Page 20
Credit Card Bid Deposit Form.....	Page 22

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Glide is located about 13 miles east of Roseburg, Oregon, on Highway 138, a 20 minute drive. Once in Glide turn right onto Brown Street which will be directly across Highway 138 from the North Umpqua Ranger District. The houses are all located about ¼ mile from Highway 138 on the right side of Brown Street.

Along the Rogue-Umpqua state scenic byway, Glide, Oregon offers unique scenery and a spectacular gateway to some of the state's best waterfall hiking and camping along the North Umpqua River. The North Umpqua also offers some great rafting in Southern Oregon.

The Visitors Information Center is located across from Colliding Rivers Oregon Wayside, where the Little River and North Umpqua River meet head-on, the only spot in the U.S. where such a phenomenon occurs. The unincorporated community of Glide has a population of about 2,500. It is nestled in the foot hills of the Western Cascade Mountains in a broad valley formed by the terraces and floodplain of the North Umpqua, 800 feet above sea level.

Temperatures include a monthly average low of 40°F and a monthly average high of 84°F with the hottest month in August and the coldest month in January. The driest month is July and the wettest month is November.

The community supports an elementary, middle and a high school. Services include a gas station, several restaurants, post office, several churches and fire department. Glide offers a relaxed lifestyle with plenty of open spaces, big skies, low cost of living, and easy access to hiking, fishing, hunting, mountain biking, skiing, snowmobiling, and four season recreation.

The property is located in Douglas County, Oregon, and is currently managed by the Umpqua National Forest. For more information, call the Glide Visitors Center at 541-496-0157.

ABOUT THE ROSEBURG COMMUNITY:

Roseburg is located about 17 miles west of Glide, Oregon on Interstate 5 in Southern

Oregon's scenic Douglas County. The community is nestled in a lush, forested region known as the 100 Valleys of the Umpqua. The elevation is 466 feet. The population is about 21,235 within the City of Roseburg, and about 105,240 in Douglas County.

Average high temperatures for Roseburg peak in the high 80s (°F) in early August, with December and January lows in the low 30s. During the winter, rainfalls of 5-6 inches per month are not uncommon. Summers are dry with little or no rain falling for several months.

There is a wide variety of recreational opportunities available in the area including: backpacking, fishing, hunting, golf, cross-country skiing, rafting and canoeing, cycling, mountain biking, and horseback riding.

Medical Services are provided by Mercy Medical Center INC, which provide a wide range of medical services. There are numerous physicians of all specialties in the area.

The area includes several public elementary and middle schools and one high school. Public institution offering higher education is Umpqua Community College.

Roseburg is a full service community with numerous retailers. For more information on Roseburg, contact Roseburg Chamber of Commerce, 410 SE Spruce Street, Roseburg, OR. (541) 672-2648 or go to their web site at <http://www.roseburgareachamber.org/>

2. SALE PARCEL DESCRIPTION

The Brown Street houses have been used in the past for temporary employee housing. They are now vacant and locked.

325 Brown Street (lot 13) is on approximately 0.83 acres. This ranch style house has three bedrooms, one bathroom, and a one car garage. There is forced air oil heating and a woodstove. The lot has access to Little River to the West. It was built in 1970. The house has an estimated living space of about 1,000 sq. ft.

351 Brown Street (lot 14) is on approximately 0.80 acres. This cute, ranch style house has three bedrooms, one bathroom and a one car

garage. There is forced air oil heating and a woodstove. The lot has access to Little River to the West. It was built in 1972. The house has an estimated living area of about 1,000 sq. ft.

367 Brown Street (lot 15) is on approximately 0.66 acres. This charming, 1965 ranch style house has three bedrooms, one bathroom, and a one car garage. There is forced air oil heating and a woodstove. Access to Little River is to the West. The house has an estimated living area of about 1,000 sq. ft.

The house on lot 13 (325 Brown Street) has received some extensive water damage from a faulty washing machine hose. Presently the carpet, some sheetrock and some of the cabinets have been removed. The bidder can expect some dry rot damage. Potential buyers will be required to read and sign a waiver prior to entering the home.

Bidders are reminded that the properties are offered for sale and will be sold "As is" and "Where is" without representation, warranty, or guarantee, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of the auction.

3. DRIVING DIRECTIONS

In Roseburg, Oregon, from Interstate 5, take Exit 30, Crater Lake and North Umpqua Highway (OR 138). Proceed east for approximately 17 miles until you reach the town of Glide. Once in Glide turn right onto Brown Street, which will be directly across Highway 138 from the Ranger Station. The houses are all located about ¼ mile from Highway 138 on the right side of Brown Street.

4. LEGAL DESCRIPTION

T. 26 S., R. 3 W., W.M.

Section 19,
Lots 13, 14, and 15, block 2, Glide Plat C,
Douglas County, Oregon. Tax Lot numbers
1800, 1801, 1802.
Containing 0.83, 0.80 and 0.66 acres, more or
less.

5. ASSESSOR'S PARCEL NO's:

Assessor's Parcel Number: Map 26-03-19AC
Tax Lots 1800, 1801, and 1802.

For county tax and plat maps, visit www.ormap.org, click on "Maps Online", and choose Douglas County.

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

There is an existing special use permit to Douglas County for a pressure sanitary sewer system. **As a condition of sale, to be completed in the escrow closing, the buyer will execute an easement to Glide Sewer District and the assigned special use permit will be terminated.**

325 Brown Street (lot 13). **As a condition of sale to be completed in the escrow closing, the purchaser will be required to enter into Right of Way Easements with the utility company, the phone company, and the purchasers of both 351 Brown Street (lot 14) and 367 Brown Street (lot 15) prior to conveyance. (Exhibit B, road easement).**

351 Brown Street (lot 14) **As a condition of sale to be completed in the escrow closing, the purchaser will be required to enter into a Right of Way Easement with the phone company prior to conveyance.**

367 Brown Street (lot 15) **As a condition of sale to be completed in the escrow closing, the purchaser will be required to enter into a Right of Way Easement with the Glide Sewer District prior to conveyance.**

Physical and legal access to the property is directly from Brown Street, otherwise known as County Road 239. All residences are accessed by a common driveway. At the time of closing, the buyer of 325 Brown Street (lot 13) will grant the buyers of both 351 Brown Street (lot 14) and 367 Brown Street (lot 15) an easement for legal access. In the event that 325 Brown Street is the last to sell, the Forest Service will issue the buyers of 351 Brown Street (lot 14) and 367 Brown Street (lot 15) a FLPMA permit until 325 Brown Street (lot 13) sells.

The property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights,

recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

The property is subject to CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) Notices and Covenants regarding hazardous substances as listed under "Notices and Covenants" on pages **15-18**.

7. UTILITIES

Water service is only available to the property line. **The water has been disconnected from all of the houses.** At this time there is no water to any of the houses. Connection to water service will need to be facilitated with the City of Glide, please phone the Glide Water District at 541-496-3614 for more information. Electrical service is provided by PacifiCorp. Telephone service is provided by US West Communications. Use of all utilities serving the properties will be terminated by the Forest Service on the date of escrow closing. It is the responsibility of the successful bidder to contact utility companies to start up service, and to inquire about fees or other questions. Each

house is connected to the City Sewer system. Utility easements will be executed at closing.

Procurement of utility services shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Water:
Glide Water association
N. Umpqua Highway
Glide, OR 97447
Phone: 541-496-3614

Sewer:
Glide Sewer District
17766 N. Bank Rd.
Roseburg, OR 97470
Phone: 541-496-3661

Electrical:
PacifiCorp
HRC 60 Box 76
Glide, Or 97447
Phone: 541-496-2603

Telephone:
US West Communications
Phone: 1-800-244-1111

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property and Exhibits, all of which are attached to this IFB by reference, and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the USDA Forest Service and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

Inspection Opportunities:

The Property will be open for inspection from 10am to 3pm, Monday thru Friday and on the dates listed below:

Wed., September 23, 2009 10 a.m.-3 p.m.
Sat., September 26, 2009 10 a.m.-3 p.m.

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold **"AS IS"** and **"WHERE IS"** without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

According to the Douglas County Planning Department, the property is zoned Suburban Residential.

Verification of the present zoning and determination of permitted uses there under, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more zoning information, please contact: the Douglas County Planning Department at (541) 672-3311.

6. CONTRACT

The IFB and the bid, whether as an initial written bid or a bid placed online, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a. As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b. In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any

reason, although Purchaser is ready, willing, and able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest (Exhibit A). The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all

instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to the USDA Forest Service, within (5) business days after recording, at the following address:

Willamette National Forest
3106 Pierce Parkway, Suite D
Springfield, OR 97477
Attn: Kim Williams, Realty Specialist

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

18. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the Property information at: propertydisposal.gsa.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on September 25, 2009 at 9 a.m. (Pacific Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business day's prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. The USDA Forest Service has no information on the availability of private financing or on the suitability of this Property for financing.

4. SUGGESTED OPENING BID (or Minimum Bid, if applicable)

The minimum bid for 325 Brown Street is \$40,000.00. The minimum bid for 351 Brown Street is \$80,000.00. The minimum bid for 367 Brown Street is \$65,000.00. The minimum opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at the auction web site, www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit as listed in the table on **page 2** must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: **"U.S. General Services Administration"**

Deposits by credit card may be initiated over the Internet by following the instructions at: www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form in order to be authorized to bid.

Only upon verification of your registration deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b.) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PRF-10)
400 15th Street S.W.

Auburn, WA 98001-6599
Attn: Andrew Schwartz, Realty Officer

c.) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or **lesser** amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, **and** the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID will be used to identify the bidders at www.auctionrp.com. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial online bid by following the instructions at www.auctionrp.com.

By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your ID number and password.

b) Bids received through www.auctionrp.com date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at www.auctionrp.com. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed or otherwise stated or represented by a registered bidder.

c) Bids must be submitted without contingencies.

d) Bids by mail that are not submitted on GSA forms will be rejected.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received.

Bidders will be notified via www.auctionrp.com when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 253-931-7547. Bidders are urged to pay close attention to www.auctionrp.com which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased

bids must be at least the Minimum Bid Increment, as listed on **page 2** of this IFB, more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids of equal value are received, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced at www.auctionrp.com. On that date, if no increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received between 9:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder or until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the above time period, the consent of the bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have

been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

The USDA Forest Service will issue an Award Letter to the high bidder which will constitute acceptance of the high bid and declare the high bidder to be the Purchaser of the Property.

15. AUCTION SUSPENSION

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid and forfeiture of Registration Deposit.

Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar

days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure

a) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

b) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit.

c) Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete the process.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required ten percent (10%) of the purchase price. Subsequently the Registration

Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call GSA at 253-931-7547 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid.

In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all

general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

A. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

B. The GRANTEE, its successor(s) or assign(s) hereby agree to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. Accordingly, the GRANTEE, its successor(s) or assign(s) hereby agree to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to any

lead-based paint and/or asbestos-containing building material associated with the property.

This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

The above covenants by the GRANTEE, in this Clause B, shall be construed as running with the land, and may be enforced by the GRANTOR in a court of competent jurisdiction.

Notice and covenants concerning hazardous substances are required to be included in the sale notice and deed of conveyance for the property under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9620(h). The purchaser will be required to agree to "hold harmless" the United States of America from injury, damages, loss, claims, liabilities, cost, and judgments arising from future actions by the purchaser. In addition, the purchaser must also provide written assurance that they will comply with applicable Federal, State, and local laws relating to the management of the lead-based paint and asbestos-containing building materials on the property. The notice and covenants, the "hold harmless" provisions, and the assurance related to lead-based paint and asbestos-containing building materials will be included in the conveyance deed. The purchaser must agree to the covenants and other provisions of the sale described herein. An Environmental Site Assessment report on each property is available for review by potential purchasers and will be provided to the apparent high bidder for the property. By submitting a bid for the property, bidders acknowledge that they were given the opportunity to obtain a copy of the Environmental Site Assessment. Bidders further acknowledge that they have been informed of and agree to covenants as specified herein.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this

conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. NOTICE OF PRESENCE OF LEADBASED PAINT (LBP)

A lead-based paint inspection and lead hazard risk assessment report for each dwelling was conducted by Oregon State Certified Inspector, Risk Assessor, Project Designer and Abatement Supervisor, Kevin Wahlsten of Harrisburg, Oregon on April 22, 2008. Federal guidelines require less than 1.0 milligram per square centimeter (mg/cm²) (EPA, 2001) of lead paint. The results follow:

325 Brown St. (lot 13): Lead-based paint was found at the following locations: dust wipes showed lead dust above HUD clearance levels of 40 up/ft² for floors, 250 up/ft² for window sills and 400 up/ft² for window troughs.

351 Brown St. (lot 14): Lead paint was not found.

367 Brown St. (lot 15): Lead paint was not found.

A complete report is available to prospective purchasers upon request and will be provided to the purchaser.

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may

place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

3. ASBESTOS CONTAINING MATERIALS (ACM)

An investigation for asbestos containing materials was conducted by Environmental Enterprise Group, Inc. 1305 East Main, Russellville, AR 72801 under contract R6-15-92-119 in 1992. Based on this information as Asbestos Management Plan was developed by the Umpqua National Forest on February 26, 1996. The information for the Brown Street Houses was listed in a report dated 10-27-1992 by Greg Frazee. A copy of the complete report is available upon request.

325 Brown St. (lot 13): two positive (100 sq. ft. of tile and 40 sq. ft. of veneer), one trace, and one non-detect.

351 Brown St. (lot 14): three positive (1250 sq. ft. tile, 250 sq. ft. linoleum, one assumed (veneer) and four non-detect.

367 Brown St. (lot 15): one positive (assumed – 40 sq. ft. veneer, one trace, and two non-detect)

(a) Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such

exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders are invited, urged and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in the IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind

whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

4. UNDERGROUND FUEL STORAGE TANKS (USTs)

Enviroprobe NW did sampling for diesel hydrocarbons. Their samples indicated no detectable diesel hydrocarbons for houses on lots 13 & 14. House on lot 15 test results indicated 148 mg/kg (ppm). 148 ppm is considered a low result for diesel and could be spillage from mechanical work or equipment at the surface, or minor leakage from the tank system when operating over a decade ago. All of the underground storage tanks have been removed from the ground and the site with a backhoe a number of years ago.

5. RADON

Radon testing was completed in 1989 for all of the residences. Radon is ubiquitous and the test results seem to bear that out. Based on EPA guidelines and FSH 7309.11, sec. 42.22 no further action was necessary. A copy of the results are available.

6. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

In July 2008, the Forest Service issued a Decision Memo to comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations.

7. MOLD

Presence of mold has been discovered in 325 Brown Street, lot 13.

The potential buyer is notified that various forms of mold are present at various locations in the subject building on the Property.

Results of the study performed by the United States are available to the potential buyer. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure. Such toxins fall within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The adverse reactions from the exposure to molds vary in humans depending on the type and quantity of exposure, the type of molds present, and the individual sensitivity of the person exposed. Reported health risks associated with exposure to molds include, but are not limited to, asthma attacks, allergic reactions, coughing, respiratory illnesses and infections, sneezing, sinusitis, and irritations of the eyes, skin, nose, throat, and lungs of some people.

The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to the potential buyer with respect to the Property is based on the best information available to the U.S.D.A. Forest Service and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the potential buyer, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

Intentionally

Left

Blank

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY Brown Street Houses

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PZF-10)
400 15th Street S.W. Room 1161
Auburn, WA 98001-6599
Attn: Andrew Schwartz

REGISTRATION DEPOSIT: \$ _____

PROPERTY CODE _____

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within 90 calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PZF-09-08 including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at www.auctionrp.com.

BROWN STREET HOUSES:

325 Brown St. (Lot 13) Amount Bid \$ _____ Spelled-out _____

351 Brown St. (Lot 14) Amount Bid \$ _____ Spelled-out _____

367 Brown St. (Lot 15) Amount Bid \$ _____ Spelled-out _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page **, Paragraph **, Bid Executed on Behalf of Bidder for instructions.

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____
Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property
See Page **, Paragraph **, Bid Executed on Behalf of Bidder for information.

Brown Street Houses

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

BROWN STREET HOUSES

PROPERTY CODE _____ PROPERTY ADDRESS _____

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PRF-10)
400 15th Street S.W.
Auburn, WA 98001-6599
Attn: Andrew Schwartz

THIS FORM MAY BE SUBMITTED BY FAX:
(253)931-7554

REGISTRATION DEPOSIT: \$ _____

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Pages 12 thru 15, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code _____

Phone () _____ Fax: () _____

Signature: _____ Date: _____

Intentionally

Left

Blank

Intentionally

Left

Blank

Intentionally

Left

Blank